

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

**WILLIAM ROJAS,**

**Plaintiff,**

**v.**

**GOSMITH, INC. and DOES 1-20,**

**Defendants.**

**CIVIL ACTION NO.  
2:17-cv-00281-JVB-JEM**

**DECLARATION OF BRENTON MARRELLI IN SUPPORT OF DEFENDANT  
GOSMITH, INC.’S MOTION TO COMPEL ARBITRATION**

I, Brenton Marrelli, declare as follows:

1. I am an adult over the age of 18 and a resident of the state of California. Unless otherwise stated, the information set forth herein is true and correct of my own personal knowledge and if asked to testify thereto, I would do so competently.

2. I am the Chief Executive Officer (“CEO”) of GoSmith, Inc. (“GoSmith”), and I have held this position since January 2017. In my role as CEO of GoSmith, I am involved in nearly every facet of GoSmith’s operations and have comprehensive personal knowledge of GoSmith’s business model and internet operations.

3. GoSmith is a technology company located in California that provides an online, nationwide home improvement marketplace for homeowners and service professionals. GoSmith provides the technology through a website ([www.gosmith.com](http://www.gosmith.com)), and its smartphone application. GoSmith offers its website and app as a tool to both homeowners and service professionals across the United States to facilitate home improvement projects.

4. Using the GoSmith website or app, homeowners are able to register and submit a request for quotes on home improvement projects from service professionals in their local area. GoSmith will then notify service professionals in the homeowner's locale of the job request. GoSmith will send such notifications using various forms of communication including text messages, e-mails, or via the GoSmith website. Service professionals may use the GoSmith website or app to respond to job notifications, including by communicating a bid or quote to the homeowner, and setting up an appointment with the homeowner.

5. The services provided by GoSmith on its website and app are available to homeowners and service professionals across the United States. In order to utilize these online services, service professionals must register with GoSmith and accept its terms of use (the "Terms of Use").

6. As a CEO of GoSmith, I have personal knowledge of the process service professionals must go through to sign up to use GoSmith's services, and the documents to which they must agree to in order to utilize those services. I also have access to GoSmith's business records reflecting the identity of service professionals that have registered online with GoSmith and have utilized its services. These records are maintained in the regular course of GoSmith's business and are records of regularly conducted activity, as they are regularly updated as service professionals join the GoSmith system at or near the time the service professional joins the system.

7. In order to access GoSmith's online services, a service professional must first register on GoSmith's website and agree to its Terms of Use. The registration process is contained on one page. Before Plaintiff could complete the registration process and access job postings on GoSmith's website, he was required at the bottom of the registration page to check

that he read and agreed to GoSmith's terms and its privacy policy. Both the terms and the privacy policy are accessible from this screen via hyperlink, and clicking on the "terms" link will take the user to a screen which displays a copy of GoSmith's Terms of Use (the "Terms of Use"). Attached hereto as Exhibit A is a copy of the full Terms of Use which Plaintiff agreed to, and which would have been displayed by clicking the "terms" hyperlink during the registration process. Plaintiff checked the box stating "I have read and agree to the terms & privacy policy" then clicked "See Job Matches" to complete his registration. Attached hereto as Exhibit B is an example of the "I have read and agree to the terms & privacy policy" screenshot. Plaintiff could not have registered and created an account without agreeing to GoSmith's Terms of Use, including the Arbitration Agreement.

8. I have access to GoSmith's records reflecting the dates and times that service professionals accept the Terms of Use. These records are maintained in the regular course of GoSmith's business, are records of regularly conducted activity, and are updated as service professionals register and accept GoSmith's Terms of Use. When a service professional accepts GoSmith's Terms of Use, GoSmith's system will log: (1) the date and time the service professional completes his or her registration and accepts the Terms of Use; (2) the device from which registration was completed; and (3) the internet protocol ("IP") address from where registration was completed. This data is kept in the regular course of business for all service professionals who register for a GoSmith account online.

9. Based on my review of the user registration data logged and contained in GoSmith's system of record, Plaintiff William Rojas doing business as WJR Landscaping registered with GoSmith and accepted its Terms of Use when he completed his account registration on April 4, 2017 at 12:09:44 p.m. From the data logged by GoSmith's system at the

time of account creation, Plaintiff registered using a Mozilla browser running on an Android mobile device from IP address 74.247.125.138. As set forth above, a true and correct copy of the Terms of Use accepted by Plaintiff is attached hereto as Exhibit A.

10. After registering, Plaintiff was navigated to his account dashboard, which is a personalized section of the GoSmith website that may only be accessed by users who have registered with GoSmith and accepted its Terms of Use. Plaintiff's account dashboard contained a list of job leads that were populated by GoSmith based on the preferences confirmed by Plaintiff during the registration process, including geographical area, and trade (landscaping or landscape architect services). Attached hereto as Exhibit C is an example of the screen on which Plaintiff confirmed the trade and service area for which he wished to receive job leads. Attached hereto as Exhibit D is an example of the account dashboard screen that contains a list of the job leads provided by GoSmith that were tailored based on Plaintiff's preferences.

11. Based upon my review of GoSmith's records, Plaintiff viewed and responded to job leads provided to him by GoSmith following Plaintiff's registration and acceptance of GoSmith's Terms of Use. For example, Plaintiff viewed and responded to the following job notifications sent to him by GoSmith:

(a) Job No. 1424690

Job Description: Sod – last year used scotts weed killer on lawn – killed the grass and it didn't come back this year. Would like to either plant seed or sod.

Job Location: Lansing, IL 60438

Date of response: April 4, 2017 at 2:19:03 p.m.

(b) Job No. 1420590

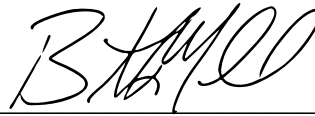
Job Description: Landscaping – Requesting a quote for front curb appeal. Please provide pricing info and availability.

Job Location: Matteson, IL 60443

Date of bid: April 4, 2017 at 7:18:51 p.m.

Pursuant to 28 U.S.C. § 1746, I verify under penalty of perjury under the laws of the United States of America and the State of Indiana that the foregoing is true and correct.

Executed at Sunnyvale, CA, this 9th day of August, 2017.

A handwritten signature in black ink, appearing to read "B. Marrelli", is written over a horizontal line.

Brenton Marrelli

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 25th day of August, 2017, I have served a copy of the foregoing document on the following by Notice of Electronic Filing or, if the party served does not participate in Notice of Electronic Filing, by U.S. First Class Mail, hand delivery, facsimile or e-mail:

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This 25th day of August, 2017.

/s/ Artin Betpera  
Artin Betpera